



National City Center
Post Office Box 5756
Cleveland, Ohio 44101
Phone 216/575-2000

RECORDATION NO. 14209 Filed 1428

DEC 6 1983 - 11:5 AM

INTERSTATE COMMERCE COMMISSION

November 30, 1983

Interstate Commerce Commission
Washington, DC 20423

RE: Bruce and Carol Hoffman
3845 Highland Road
Cleveland, Ohio 44111

Gentlemen:

Enclosed please find in triplicate our Security Agreement covering a 1934 Pullman Company Railroad Business Car #7503 called the "Harrisburg". Also enclosed is our Cashier's Check for \$50 to cover the filing fee.

Please return the recorded copy or copies to us to the following address:

National City Bank
Attn: Robert C. Bryant
Vice President
P.O. Box 5756
Cleveland, Ohio 44101

A return envelope is provided should you wish to use it. If anything else is needed, please contact the writer.

Sincerely,

Robert C. Bryant
Vice President
Private Banking Department

RCBdmp

Enclosures

No. 3-340A055
Date DEC 6 1983
Fee \$ 50.00
ICC WASHINGTON, D. C.

RECEIVED
DEC 6 11 47 AM '83
I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission

Washington, D.C. 20423

12/6/83

OFFICE OF THE SECRETARY

National City Bank

Attn: Robert C. Bryant VP

P.O.Box 5756

Cleveland, Ohio 44101

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/6/83** at **11:55am** and assigned re-recording number(s) - **14209**

Sincerely yours,


JAMES H. BAYNE

Acting Secretary

Enclosure(s)

SECURITY AGREEMENT

DEC 6 1983 - 11 25 AM

Date: November 28, 1983

INTERSTATE COMMERCE COMMISSION

Owners of Property We, the undersigned, Bruce E. Hoffman and Carol Hoffman of 3845 Highland Road, Cleveland, Ohio 44111, are the owners of the following described property ("Property"): One (1) 1934 Pullman Company railroad business car (#7503) called the "Harrisburg", weighing approximately 181,000 pounds and having an all-steel underframe, tight-lock (type-H) couplers, 6-wheel roller bearing trucks, and a U-12-BC universal brake valve with a single brake cylinder.

Security By this Security Agreement, we grant to NATIONAL CITY BANK ("Bank"), Cleveland, Ohio, a security interest in the Property and all accessions thereto and in the loss proceeds and unearned premiums of each insurance policy covering the Property to secure payment to Bank of our debt to Bank. We agree that the word "debt" means fourteen thousand and 00/100 dollars (\$14,000) evidenced by a note ("Note") in such amount which we have signed, and all other amounts at any time owing or guaranteed by us to Bank.

Default We will be in default:

1. If we don't pay any debt on time; or
2. If we don't comply with the terms of this Security Agreement or a default occurs under any other security document relating to any debt; or
3. If any statement in this Security Agreement or in our application is materially false.

If we are in default, Bank can then require immediate payment of the Note or of any other debt (except such other debt secured by real estate) and may use any rights and remedies under the law, and the right to go peaceably without court process upon any premises where the Property may be and remove it. Bank may sell, lease or otherwise dispose of the Property. The net proceeds of sale or other disposition of the Property shall be applied on the debt in such manner as Bank decides. We shall pay to Bank any remaining balance owing on the debt.

Other Points We further represent and agree:

We own the Property and will keep it in good condition. Upon Bank's request, we promptly will give Bank any additional documents it may need to perfect its security interest. Without Bank's approval, we will not sell, lease or otherwise dispose of, nor permit any encumbrance, on the Property.

Insurance We further agree:

We will keep the Property insured by a company, in an amount and against risks as are acceptable to Bank, with a loss payable clause to Bank, and will deliver a copy of the policy to Bank. We irrevocably make Bank our agent for adjustment of all insurance

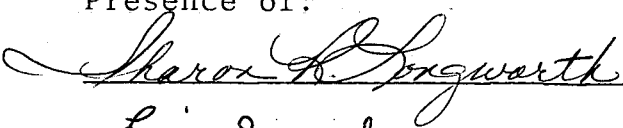
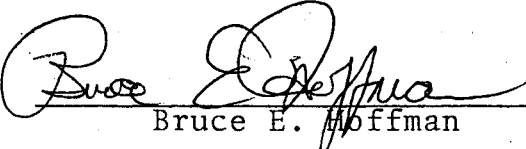

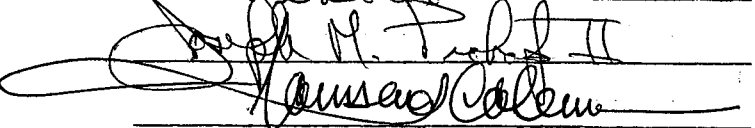
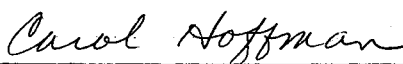

losses and settlement thereof for an amount Bank in good faith deems reasonable and to sign such proofs of loss, applications, receipts, settlements, releases and other papers necessary for collection with any of the above. All amounts Bank receives may, at its option, be applied on the debt or used to repair or replace the Property. If we fail to maintain such insurance, Bank, as our agent, may get such insurance or may get insurance covering only Bank's interest. If Bank gets insurance, we agree to pay Bank on demand the amount spent, plus interest at eight percent (8%) per annum thereon.

General
Provisions

We further agree:

This Security Agreement shall be governed by Ohio law. Bank can delay enforcing any of its rights on the debt or under this Security Agreement without losing any of its rights.

Signed and Acknowledged in the
Presence of:


 Sharon R. Longworth	 Bruce E. Hoffman
 Lisa Zadar	
 Joseph M. Zadar II	 Carol Hoffman
 Eugene P. Zadar	

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the said County and State, personally appeared Bruce E. Hoffman and Carol Hoffman, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal this 28 day of NOVEMBER, 1983

EUGENE P. ZADAR, Notary Public
State of Ohio, Cuyahoga County
My commission expires Feb. 20, 1988


Notary Public

This instrument was prepared by National City Bank, Cleveland, Ohio.